

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOAL	<b>Page</b> 1 <b>of</b> 33
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W58RGZ-07-R-0149		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2007JUN26	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-AL-B REDSTONE ARSENAL AL 35898-5280			<b>Code</b> W58RGZ	<b>8. Address Offer To (If Other Than Item 7)</b> US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-AL-B (BLDG 5303) REDSTONE ARSENAL AL 35898-5280		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and** 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** BLDG 5303, LOBBY **until** 05:00pm **(hour) local time** 2007JUL26 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> TIFFANY CAMPBELL <b>E-mail address:</b> TIFFANY.R.CAMPBELL@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (256)876-3101
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**11. Table Of Contents**

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within** \_\_\_\_\_ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A- Furnish Such Address In Offer</b>		<b>17. Signature</b>
			<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	
SCD	PAS	ADP PT	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>27. United States Of America</b>  _____ /SIGNED/ (Signature of Contracting Officer)	<b>28. Award Date</b>

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THIS PROCUREMENT IS A SERVICE-DISBLAED VETERAN-OWNED SMALL BUSINESS SET-ASIDE; NO OTHER SOURCES ARE APPROVED FOR AWARD ON THIS REQUIREMENT.

A-2 TECHNICAL DATA PACKAGE DRAWING CD APPLICABLE FOR THIS ITEM IS PROVIDED.

A-3 THIS ACQUISITION CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE 22, 50, USC., SEC 2751 ET SEQ), OR THE EXPORT ADMINISTRATION ACT (TITLE 50, USC., APP 2401-2402) EXECUTIVE ORDER 121470. THIS INFORMATION CANNOT BE RELEASED OUTSIDE THE UNITED STATES WITHOUT PRIOR APPROVAL OF THE GOVERNMENT.

A-4 IN ACCORDANCE WITH FEDERAL ACQUISITION REGULATION (FAR) 9.306H, FIRST ARTICLE TEST UNIT SHALL NOT BE RETAINED AS A MANUFACTURING STANDARD. NO CONTRACTOR TESTED FIRST ARTICLE TEST WAIVER IS CURRENTLY APPROVED FOR ANY PROCUREMENT SOURCES.

A-5 DATAFAXES NOR EMAIL WILL BE ACCEPTED FOR THIS PROCUREMENT.

A-6 PLEASE NOTE:

THE GOVERNMENT DOES NOT CONSIDER THIS A COMMERCIAL ITEM. IN ORDER FOR US TO GRANT COMMERCIALITY, DOCUMENTATION IS REQUIRED THAT SHOWS THE ITEM MEETS THE DEFINITION OF A, COMMERCIAL ITEM AS DEFINED IN FEDERAL ACQUISITION REGULATION (FAR) 2.101. UNTIL THEN, THIS PART CANNOT BE CONSIDERED COMMERCIAL.

A-7 THIS REQUIREMENT IS A FOR A FIVE (5) YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT.

\*\*\* END OF NARRATIVE A0001 \*\*\*

A-8 Alternate II, FAR 52.209-3 First Article clause is further explained: The clause states Contracting Officer 'may' by written authorization allow contractor to acquire specific material or commence production before First Article approval. This authorization is not provided at this time. This determination will be made after award if needed.

\*\*\* END OF NARRATIVE A0002 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>NSN: 4920-01-108-3484 FSCM: 81996 PART NR: 21C7081G02 SECURITY CLASS: Unclassified</p> <p>THIS IS AN INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT. FUNDS WILL BE OBLIGATED/CITED UPON THE ISSUANCE OF EACH DELIVERY ORDER. THE GOVERNMENT WILL ONLY BE OBLIGATED TO ORDER THE STATED MINIMUM QUANTITY FOR PROGRAM PERIOD ONE. THE GOVERNMENT IS NOT OBLIGATED TO ISSUE ANY ADDITIONAL ORDERS AGAINST THIS CONTRACT; HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO ORDER UP TO THE MAXIMUM QUANTITY.</p> <p>THE GOVERNMENT HAS SEGREGATED THE POTENTIAL QUANTITIES INTO FIVE ORDERING PERIODS, HOWEVER, THIS DOES NOT PRECLUDE EXERCISING ITS RIGHTS UNDER FAR 52.216-19 BY ORDERING, FROM THE MINIMUM QUANTITY UP TO ANY QUANTITY UP TO THE MAXIMUM QUANTITY SPECIFIED IN FAR 52.216-19 (B)(1) AT ANY TIME DURING THE INDEFINITE QUANTITY PERIOD.</p> <p>THE GOVERNMENT'S MINIMUM QUANTITY TO BE AWARDED SIMULTANEOUSLY WITH THE AWARD OF THE BASIC CONTRACT IS 345 EACH. THE GOVERNMENT'S MAXIMUM QUANTITY DURING THE INDEFINITE QUANTITY PERIOD IS 729 EACH.</p> <p>THIS SOLICITATION IS FOR THE SUPPLIES AS DETAILED ON THE FOLLOWING PAGES. OFFERORS ARE CAUTIONED TO INSURE THAT OFFERS ARE PROVIDED ON ALL ESTIMATED QUANTITIES FOR ALL CLINS.</p> <p>PROGRAM YEAR 1 WILL BE FROM THE DATE OF AWARD THROUGH DAY 365 DAYS AFTER CONTRACT AWARD (DACA).</p> <p>PROGRAM YEAR 2 WILL BEGIN 366 DACA AND WILL RUN THROUGH DAY 730 DACA.</p> <p>PROGRAM YEAR 3 WILL BEGIN 731 DACA AND WILL RUN THROUGH DAY 1,095 DACA.</p> <p>PROGRAM YEAR 4 WILL BEGIN 1,096 DACA AND WILL RUN THROUGH DAY 1,460 DACA.</p> <p>PROGRAM YEAR 5 WILL BEGIN 1,461 DACA AND WILL RUN THROUGH DAY 1,825 DACA.</p> <p>THE GOVERNMENT INTENDS TO AWARD ONLY ONE CONTRACT AS A RESULT OF THIS ACQUISITION.</p> <p>THE GOVERNMENT WILL INCLUDE CLIN 0001AA or 0001AB IN THE AWARD CONTRACT ON ORDER 0001.</p> <p>DELIVERIES WILL BE F.O.B. ORIGIN FOR ALL ORDERS BEYOND THE MINIMUM QUANTITY.</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>(End of narrative A001)</p> <p><u>PRODUCTION QTY/CONTRACTOR TESTED 1ST ARTICLE</u></p> <p>345 (E)</p> <p>PROGRAM YEAR: 1 NOUN: SLING, LIFTING, ENGIN</p> <p>NSN: 4920-01-108-3484 P/N: 21C7081G02 PRON: AX6T1119AX</p> <p>MARKINGS FOR SHIPMENT SHALL BE IAW MIL-STD-129.</p> <p>BAR CODE MARKING IS REQUIRED IAW ANSI/AIM-BC1, UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129</p> <p>ANY PRECIOUS METAL CONTAINED IN THE MANUFACTURE OF THIS ITEM WILL BE CONTRACTOR FURNISHED MATERIAL.</p> <p>(End of narrative B001)</p> <p>First Article Test (FAT) begins 257 days after contract award. FATR Due 275 days after contract award. Government has 30 days to approve/disapprove FATR. Production quantity delivery begins 431 days after contract award at a rate of 200 per month until shipped complete.</p> <p>(End of narrative B002)</p> <p>MIL-STD-129 MARKINGS SHALL APPLY.</p> <p>MIL-STD-2073-1 CODES, APPENDIX J</p> <p>JI/A/MP [54] JII/CD [1] JIII/PM [00]</p> <p>JIV/WM [JA] JV/CD [NA] JVI/CT [X]</p> <p>JVII/UC [ZZ] JVII/IC [00] JIX/A/PK [F]</p> <p>JX/SM [19] JVIIIA/OPI [M]</p> <p>Estimated unit package weight (pounds) and size (inches):</p> <p>UP-WT [62.0] UP-LN [037.0] UP-WD [021.0] UP-DP [017.0]</p> <p>Supplemental information: 8145-00-536-4925; 13414-101</p>	345 (E)	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Reusable container will be <u>contractor furnished</u> material.</p> <p>(End of narrative B003)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 21C7081G02</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW MIL STD 2073-1 APPENDIX J UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000</p>				
0001AB	<p><u>PRODUCTION QTY W/O 1ST ARTICLE TEST REPORT</u></p> <p>PROGRAM YEAR: 1 NOUN: SLING, LIFTING, ENGINE</p> <p>NSN: 4920-01-108-3484 P/N: 21C7081G02 PRON: AX6T1119AX</p> <p>MARKINGS FOR SHIPMENT SHALL BE IAW MIL-STD-129.</p> <p>BAR CODE MARKING IS REQUIRED IAW ANSI/AIM-BC1, UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129</p> <p>(End of narrative B001)</p> <p>DELIVERY SCHEDULE FOR PRODUCTION QUANTITY WILL BE 287 DAYS AFTER CONTRACT AWARD AT A RATE OF 200 UNITS PER MONTH UNTIL SHIPPED COMPLETE.</p> <p>(End of narrative B002)</p>	345	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>MIL-STD-129 MARKINGS SHALL APPLY.</p> <p>MIL-STD-2073-1 CODES, APPENDIX J</p> <p>JI/A/MP [54] JII/CD [1] JIII/PM [00]</p> <p>JIV/WM [JA] JV/CD [NA] JVI/CT [X]</p> <p>JVII/UC [ZZ] JVII/IC [00] JIX/A/PK [F]</p> <p>JX/SM [19] JVIIIA/OPI [M]</p> <p>Estimated unit package weight (pounds) and size (inches):</p> <p>UP-WT [62.0] UP-LN [037.0] UP-WD [021.0] UP-DP [017.0]</p> <p>Supplemental information: 8145-00-536-4925; 13414-101</p> <p>Reusable container will be <u>contractor furnished</u> material.</p> <p>(End of narrative B003)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 21C7081G02</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW MIL-STD-2073-1 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000</p> <p>NSN: 4920-01-108-3484 FSCM: 81996 PART NR: 21C7081G02 SECURITY CLASS: Unclassified</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>PROGRAM YEAR: 2 NOUN: SLING, LIFTING, ENGIN</p> <p>NSN: 4920-01-108-3484 P/N: 21C7081G02</p> <p>MARKINGS FOR SHIPMENT SHALL BE IAW MIL-STD-129.</p> <p>BAR CODE MARKING IS REQUIRED IAW ANSI/AIM-BC1, UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129</p> <p>(End of narrative B001)</p> <p>DELIVERY SCHEDULE FOR ORDERING PERIOD PRODUCTION QUANTITY WILL BE 287 DAYS AFTER CONTRACT AWARD AT A RATE OF 96 ESTIMATED UNITS PER MONTH UNTIL SHIPPED COMPLETE.</p> <p>(End of narrative B002)</p> <p>MIL-STD-129 MARKINGS SHALL APPLY.</p> <p>MIL-STD-2073-1 CODES, APPENDIX J</p> <p>JI/A/MP [54] JII/CD [1] JIII/PM [00] JIV/WM [JA] JV/CD [NA] JVI/CT [X] JVII/UC [ZZ] JVII/IC [00] JIX/A/PK [F] JX/SM [19] JVIIIA/OPI [M]</p> <p>Estimated unit package weight (pounds) and size (inches):</p> <p>UP-WT [62.0] UP-LN [037.0] UP-WD [021.0] UP-DP [017.0]</p> <p>Supplemental information: 8145-00-536-4925,P/N 13414-101</p> <p>Reusable container will be <u>contractor furnished</u> material.</p> <p>(End of narrative B003)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 21C7081G02</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS:</p>	96	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>IAW MIL STD-129</div> <div>UNIT PACK: 001INTERMEDIATE PACK: 000</div> <div>LEVEL PRESERVATION: Military</div> <div>LEVEL PACKING: A</div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Origin</div> <div>SHIP TO:</div> <div>(Y00000)SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP TO) WILL BE FURNISHED BY THE</div> <div>GOVERNMENT 30 DAYS PRIOR TO THE</div> <div>SCHEDULED DELIVERY DATE FOR ITEMS</div> <div>REQUIRED UNDER THIS REQUISITION.</div>				
0003	<div>NSN: 4920-01-108-3484</div> <div>FSCM: 81996</div> <div>PART NR: 21C7081G02</div> <div>SECURITY CLASS: Unclassified</div>				
0003AA	<div><u>PRODUCTION QUANTITY</u></div> <div>96</div> <div>EA</div> <div>\$</div> <div>\$</div> <div>PROGRAM YEAR: 3</div> <div>NOUN: SLING, LIFTING, ENGIN</div> <div>NSN: 4920-01-108-3484</div> <div>P/N: 21C7081G02</div> <div>MARKINGS FOR SHIPMENT SHALL BE IAW MIL-STD-129.</div> <div>BAR CODE MARKING IS REQUIRED IAW ANSI/AIM-BC1,</div> <div>UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND</div> <div>MIL-STD-129</div> <div>(End of narrative B001)</div> <div>DELIVERY SCHEDULE FOR ORDERING PERIOD PRODUCTION</div> <div>QUANTITY WILL BE 287 DAYS AFTER CONTRACT AWARD</div> <div>AT A RATE OF 96 ESTIMATED PER MONTH UNTIL</div> <div>SHIPPED COMPLETE.</div> <div>(End of narrative B002)</div> <div>MIL-STD-129 MARKINGS SHALL APPLY.</div> <div>MIL-STD-2073-1 CODES, APPENDIX J</div> <div>JI/A/MP [54]JII/CD [1]JIII/PM [00]</div>				



**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>JIV/WM [JA] JV/CD [NA] JVI/CT [X]</p> <p>JVII/UC [ZZ] JVII/IC [00] JIX/A/PK [F]</p> <p>JX/SM [19] JVIII/A/OPI [M]</p> <p>Estimated unit package weight (pounds) and size (inches):</p> <p>UP-WT [62.0] UP-LN [037.0]</p> <p>UP-WD [021.0] UP-DP [017.0]</p> <p>Supplemental information: 8145-00-536-4925,P/N 13414-101</p> <p>Reusable container will be <u>contractor furnished</u> material.</p> <p>(End of narrative B003)</p> <p><u>Description/Specs./Work Statement</u></p> <p>TOP DRAWING NR: 21C7081G02</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING/PACKING/SPECIFICATIONS:</p> <p>IAW MIL STD-129</p> <p>UNIT PACK: 001 INTERMEDIATE PACK: 000</p> <p>LEVEL PRESERVATION: Military</p> <p>LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED BY THE GOVERNMENT 30 DAYS PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0004	<p>NSN: 4920-01-108-3484</p> <p>FSCM: 81996</p> <p>PART NR: 21C7081G02</p> <p>SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>PROGRAM YEAR: 4</p> <p>NOUN: SLING, LIFTING, ENGIN</p>	96	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NSN: 4920-01-108-3484 P/N: 21C7081G02</p> <p>MARKINGS FOR SHIPMENT SHALL BE IAW MIL-STD-129.</p> <p>BAR CODE MARKING IS REQUIRED IAW ANSI/AIM-BC1, UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129</p> <p>(End of narrative B001)</p> <p>DELIVERY SCHEDULE FOR ORDERING PERIOD PRODUCTION QUANTITY WILL BE 287 DAYS AFTER CONTRACT AWARD AT A RATE OF 96 ESTIMATED UNITS PER MONTH UNTIL SHIPPED COMPLETE.</p> <p>(End of narrative B002)</p> <p>MIL-STD-129 MARKINGS SHALL APPLY.</p> <p>MIL-STD-2073-1 CODES, APPENDIX J</p> <p>JI/A/MP [54] JII/CD [1] JIII/PM [00] JIV/WM [JA] JV/CD [NA] JVI/CT [X] JVII/UC [ZZ] JVII/IC [00] JIX/A/PK [F] JX/SM [19] JVIIIA/OPI [M]</p> <p>Estimated unit package weight (pounds) and size (inches):</p> <p>UP-WT [62.0] UP-LN [037.0] UP-WD [021.0] UP-DP [017.0]</p> <p>Supplemental information: 8145-00-536-4925,P/N 13414-101</p> <p>Reusable container will be <u>contractor furnished</u> material.</p> <p>(End of narrative B003)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 21C7081G02</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW MIL STD-129 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP TO) WILL BE FURNISHED BY THE                      GOVERNMENT 30 DAYS PRIOR TO THE                      SCHEDULED DELIVERY DATE FOR ITEMS                      REQUIRED UNDER THIS REQUISITION.</p>				
0005	<p>NSN: 4920-01-108-3484 FSCM: 81996 PART NR: 21C7081G02 SECURITY CLASS: Unclassified</p>				
0005AA	<p><u>PRODUCTION QUANTITY</u></p> <p>96</p> <p>EA</p> <p>\$ _____</p> <p>\$ _____</p> <p>PROGRAM YEAR: 5 NOUN: SLING, LIFTING, ENGIN</p> <p>NSN: 4920-01-108-3484 P/N: 21C7081G02</p> <p>MARKINGS FOR SHIPMENT SHALL BE IAW MIL-STD-129.</p> <p>BAR CODE MARKING IS REQUIRED IAW ANSI/AIM-BC1, UNIFORM SYMBOLOGY SPECIFICATION CODE 39 AND MIL-STD-129</p> <p>(End of narrative B001)</p> <p>DELIVERY SCHEDULE FOR ORDERING PERIOD PRODUCTION QUANTITY WILL BE 287 DAYS AFTER CONTRACT AWARD AT A RATE OF 96 ESTIMATED UNITS PER MONTH UNTIL SHIPPED COMPLETE.</p> <p>(End of narrative B002)</p> <p>MIL-STD-129 MARKINGS SHALL APPLY.</p> <p>MIL-STD-2073-1 CODES, APPENDIX J</p> <p>J I/A/MP [54]    J II/CD [1]    J III/PM [00]</p> <p>J IV/WM [JA]    J V/CD [NA]    J VI/CT [X]</p> <p>J VII/UC [ZZ]    J VII/IC [00]    J IX/A/PK [F]</p> <p>J X/SM [19]    J VIIIA/OPI [M]</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Estimated unit package weight (pounds) and size (inches):</p> <p>UP-WT [62.0]    UP-LN [037.0] UP-WD [021.0]    UP-DP [017.0]</p> <p>Supplemental information: 8145-00-536-4925,P/N 13414-101</p> <p>Reusable container will be <u>contractor furnished</u> material.</p> <p>(End of narrative B003)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 21C7081G02</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW MIL STD-129 UNIT PACK: 001            INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin            ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED BY THE GOVERNMENT 30 DAYS PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0006	SECURITY CLASS: Unclassified				
0006AA	<p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT</p> <p>FIRST ARTICLE TEST UNIT SHALL NOT BE RETAINED AS A MANUFACTURING STANDARD</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>	1	LO	\$ ** NSP **	\$ ** NSP **



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Name of Offeror or Contractor:

Regulatory Cite	Title	Date
B-1 52.209-4000	BID [ " ]A[ " ] REQUIRED (USAAMCOM)	OCT/1992

In order to insure being considered responsive all bidders are required to insert a price for "Bid "A" First Article Approval - Contractor Testing Required", notwithstanding that they may furnish the information indicated in the provision in Section L entitled "First Article Approval: Alternate Offers/Bids/Quotes".

(End of Clause)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W58RGZ-07-R-0149      MOD/AMD</p>	<p style="text-align: center;"><b>Page 15 of 33</b></p>
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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.209-4009	STATEMENT OF WORK--FIRST ARTICLE INSPECTION AND TEST REQUIREMENTS (USAAMCOM)	JUL/1996

(a) The first article shall be in accordance with Technical Data Package (cd) for PRON AX6T1119AX. All engineering testing, which is to be performed by the Government, shall be separate and distinct from the first article inspection and test requirement. First article inspections and tests shall include, but are not limited to, the following requirements:

"(1) A 100% inspection (or as set forth in relevant specifications) of all physical characteristics, to include but not limited to, any dimensions, certifications for materials, processes and/or procedures, as well as any other requirements which may be set forth by other applicable specifications, or in any procurement packages, technical drawings, technical data packages, and/or any other special/functional testing as set forth in this contract; and

"(2) A review for compliance to identification marking for parts, components and/or assemblies; and

"(3) A review for compliance with preservation, packaging, packing, and marking requirements; and

"(4) A review for compliance with special requirements within the specifications and drawings or as otherwise stated in this contract for the use of pre-approved parts, components, assemblies, and/or sources; and

"(5) The verification through objective evidence that all of the inspection, testing, measuring and diagnostic equipment used in the inspection/test of the first article pieces(s) are maintained in accordance with applicable calibration standards.

(b) (X) The Contractor shall not retain the first article provided under this contract, throughout production, to serve as the manufacturing standard of acceptance.

"(  ) The Contractor shall retain the first article provided under this contract, throughout production, to serve as the manufacturing standard of acceptance. However, in the event it is discovered that the first article is deficient in any respect, the contract specifications shall be the manufacturing standard of acceptance. Subject to the approval of the procuring contracting officer, the first article may be shipped as the last unit on the contract, provided the Contractor reconditions the unit to meet all the terms and conditions for acceptance as set forth in this contract.

(c) Unless otherwise specified in this contract, any item destroyed or consumed during the inspection and testing process is not to be considered as part of the contract quantity. The full quantity of acceptable and serviceable items must be delivered.

(d) Unless otherwise agreed upon by the Government and the Contractor, the first article inspection and test shall be conducted at a single location, preferably at the intended site of manufacture. As part of the first article inspection and test, the Government may require the Contractor or its subcontractor to produce or demonstrate any or all of the following:

"(1) Proof that a quality/inspection program/system exists, is in place and functional at the time of the first article inspection and test.

"(2) Proof that any fixtures, tool masters, jigs, or similar devices used, in the inspection and/or testing of the first article, have been subjected to an initial inspection, or other suitable means supporting their accuracy, before being used in the manufacturing/production process.

"(3) A complete detailed description of inspection/test records shall be prepared and available at the time of the first article inspection and test. These records shall include, but are not limited to, records encompassing the manufacturing, processing, inspecting, accepting/rejecting, controlling and testing of parts, components, and/or assemblies. Examples of such records may include, but are not limited to, receiving/incoming/in-process/final inspection, process control, disposition of non-conforming material, inspection and testing done during fabrication and assembly, certification and qualification of special processes and special process personnel, written schedules and records of required periodic inspections, and the calibration and certification of all inspection, measuring, diagnostic and test equipment used.

(e) The first article inspection and test report shall consist of all the necessary documentation to demonstrate and support full compliance with the first article inspection and test requirements as set forth in this contract.

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUL/2001
If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.		

(End of Clause)

D-2 52.247-4700	BAR CODE MARKINGS (USAAMCOM)	JUN/2003
Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbolology Specification - Code 39.		

(End of Clause)



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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/    or    http://www.acq.osd.mil/dpap/dars/index.htm    or    https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

	<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
[X ]	ANSI			
[X ]	ISO 10012			

(End of Clause)

E-4	52.246-4003	TERMINOLOGY/CALIBRATION (USAAMCOM)	AUG/1996
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(a) TERMINOLOGY.

Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

(b) CALIBRATION. (Applicable if a military or a commercial quality system is selected for use.)

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-1-1994 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012-1:1992 (Quality Assurance Requirements for Measuring Equipment).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0149 <b>MOD/AMD</b>	<b>Page 18 of 33</b>
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER - ALTERNATE I	APR/1984
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-34	F.O.B. DESTINATION	NOV/1991
F-6	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-7	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-8	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-9	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-10	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

(a) The term f.o.b. origin, with differentials, as used in this clause, means --

(1) Free of expense to the Government delivered --

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carriers wharf (at shipside, within reach of the ships loading tackle, when the shipping point is within a port area having water transportation service) or the carriers freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractors offer may be added to the contract price.

(b) The Contractor shall --

(1)(i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carriers conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods --

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

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(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carriers conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show --

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government; and

(vi) The signature of the carriers agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c)(1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractors plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offerors lowest cost when the offeror ships for the offerors account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight) as a separate reimbursable item on the Contractors invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractors shipping plant or point to carriers facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

(4) Offerors differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

\_\_\_\_\_ (carload, truckload, less-load,

\_\_\_\_\_ wharf, flatcar, driveway, etc.)

(End of Clause)

F-11                      52.211-4012                      ACCELERATED DELIVERY (USAAMCOM)                      AUG/2001

The Government normally desires maximum acceleration of deliveries provided such acceleration is at no additional cost to the Government. However, prior to acceleration of delivery, approval must be obtained from the Procuring Contracting Officer. Acceleration in the delivery of end items will not be acceptable to the Government unless all other scheduled deliveries relating to contract items such as provisioning, technical documentation, drawings, publications, overpack kits, etc., are accelerated by an equal period of time.

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
G-1 52.242-4001	PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM)	OCT/2000
(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the PRON number when cited in the contract.		

(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:

Commander  
U.S. Army Aviation and Missile Command  
ATTN: AMSAM-AC-LS  
Redstone Arsenal, AL 35898-5000

(c) When the solicitation includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one copy of the shipping document to the Foreign Military Sales Representatives at the following address:

Commander  
U.S. Army Aviation and Missile Command  
ATTN: AMSAM-SA  
Redstone Arsenal, AL 35898-5000

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-16	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-17	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-18	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-22	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-25	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-26	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-27	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-28	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.227-3	PATENT INDEMNITY	APR/1984
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-32	52.232-1	PAYMENTS	APR/1984
I-33	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-34	52.232-11	EXTRAS	APR/1984
I-35	52.232-17	INTEREST	JUN/1996
I-36	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-37	52.232-25	PROMPT PAYMENT	OCT/2003
I-38	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-39	52.233-1	DISPUTES	JUL/2002
I-40	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-41	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-42	52.242-13	BANKRUPTCY	JUL/1995
I-43	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-44	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2007
I-45	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-46	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-47	52.248-1	VALUE ENGINEERING - ALTERNATE II	FEB/2000

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	Regulatory Cite	Title	Date
I-48	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-49	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-50	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-51	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-52	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-53	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-54	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-55	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-56	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-57	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-58	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
I-59	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-60	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAY/2007
I-61	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
I-62	252.225-7013	DUTY-FREE ENTRY	OCT/2006
I-63	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-64	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-65	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-66	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-67	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2007
I-68	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-69	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-70	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-71	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-72	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-73	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
I-74	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING - ALTERNATE I	JAN/1997

(a) The Contractor shall test one unit(s) of Lot/Item 0001AA as specified in this contract. At least 20 calendar days (60 calendar days for contractors located outside the continental United States (OCONUS)) before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 275 calendar days from the date of this contract to the Procurement Contracting Officer (PCO) at the address indicated in the issued by block on page 1 of this document marked First Article Test Report: Contract No. To be determined, Lot/Item No. To be determined. Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

**Name of Offeror or Contractor:**

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I-75

52.216-18

## ORDERING

OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the beginning of program year one through the end of the last program period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I-76

52.216-19

## ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 96, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 729;

(2) Any order for a combination of items in excess of 729; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-77

52.216-22

INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W58RGZ-07-R-0149      MOD/AMD</p>	<p style="text-align: center;"><b>Page 24 of 33</b></p>
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**Name of Offeror or Contractor:**

Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery of all orders on, or before the last order period.

(End of Clause)

I-78      52.243-7      NOTIFICATION OF CHANGES      APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within thirty (30) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W58RGZ-07-R-0149      MOD/AMD</p>	<p style="text-align: center;"><b>Page 25 of 33</b></p>
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**Name of Offeror or Contractor:**

Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within thirty (30) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	ORIENTATION ON FIRST ARTICLE INSPECTION	01-APR-2000	003	DATA

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0149 <b>MOD/AMD</b>	<b>Page 27 of 33</b>
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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-3	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-4	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 334419.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W58RGZ-07-R-0149 <b>MOD/AMD</b>	<b>Page 28 of 33</b>
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**Name of Offeror or Contractor:**

K-5                      52.207-4                      ECONOMIC PURCHASE QUANTITY-SUPPLIES                      AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

K-6                      52.209-5                      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,                      DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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<b>Name of Offeror or Contractor:</b>		

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K-7                      52.215-6                      PLACE OF PERFORMANCE                      OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  
[ ] intends,  
[ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
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(End of Provision)

K-8                      52.222-22                      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                      FEB/1999

The offeror represents that --

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-9                      52.225-18                      PLACE OF MANUFACTURE                      SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;

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<b>Name of Offeror or Contractor:</b>		

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

[ ] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[ ] (2) Outside the United States.

(End of provision)

K-10                      252.247-7022                      REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                      AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-2	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.  
(End of Provision)

L-3	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer-Geraldine Williams, AMSAM-AC-AL-B, Building 5303, Sparkman Center, Redstone Arsenal, AL 35898.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-4	52.209-4001	FIRST ARTICLE APPROVAL: ALTERNATE OFFERS/BIDS/QUOTES (USAAMCOM)	OCT/1992
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(a) When supplies identical or similar to those called for in the solicitation have been previously furnished by the offeror/bidder/quoter and have been accepted by the Government, the requirement for First Article Approval may be waived by the Contracting Officer. However, the Contracting Officer may determine the waiver of the First Article Approval requirement is not in the best interest of the Government; therefore, all offerors/bidders/quoters must submit an offer/bid/quote based on compliance with the First Article Approval provisions of this solicitation in order to insure being considered responsive. This offer/bid/quote must appear in the "Offer "A" - First Article Approval - Contractor Testing Required/"Bid "A" - First Article Approval - Contractor Testing Required" portion of Section B for each item requiring First Article Approval.

(b) All offerors/bidders/quoters who have previously furnished supplies identical or similar to those called for in this solicitation, which have been accepted by the Government, are urged to also submit an offer/bid/quote based on exclusion of the requirement for First Article Approval. Offerors/bidders/quoters who submit an offer/bid/quote based on exclusion of the requirement for First Article Approval must furnish test reports or other evidence (e.g., number of contract covering a prior procurement or test) with the offer/bid/quote to show that he has manufactured and delivered under any prior Government contract the First Article and/or production equipment which, in the case of First Article equipment has been approved or conditionally approved prior to the closing date of this Request for Proposal/Request for Quotation/opening date of this Invitation For Bid or, in the case of production equipment, has been accepted by the Government prior to said date of closing/opening. Such test reports or other evidence shall be considered in determining whether Government approval without a First Article Approval requirement may be appropriate for the pending procurement.

(c) For the purpose of this solicitation the terms "First Article Approval", "Preproduction Inspection", "Preproduction Sample Testing", or other similarly described testing are synonymous.

L-5	52.211-4008	REVISIONS TO DRAWINGS/PART NUMBERS (USAAMCOM)	JUL/2001
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(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer if they are aware of any change(s)/revision(s) to the drawing(s) or part number(s) in this solicitation which have been approved by the Government for implementation. Notification of part number changes shall be supported by data which indicates the type of change,

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approving authority as required by MIL-STD-973 and date and method of submittal of provisioning documentation and drawings. If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the "ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.:\_\_\_\_\_

Contractor:\_\_\_\_\_

Explanation of Data Rights:\_\_\_\_\_

(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing(s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the clause entitled, "Engineering Change Proposal (ECP), Value Engineering Change Proposal (VECP), Request for Deviation (RFD), and Request for Waiver (RFW) (USAAMCOM).

(End of provision)



Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

rIf the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
M-2	52.215-4007	EVALUATION FOR AWARD (USAAMCOM)	OCT/1992

Bids/offers shall be evaluated and award made to the responsive, responsible offeror whose offer represents the lowest overall cost to the Government.

(End of Provision)